

FILED 23 JAN 2010 55 USDC-ORE

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
EUGENE DIVISION

BONDICK, ROBERT, PRO SE.,

Plaintiff,

v.

CAMBRIDGE REAL ESTATE SERVICES

Defendants.

Case No. 6:20-cv-1360-MC

PLAINTIFFS' COMPLAINT

PLAINTIFFS' PRELIMINARY STATEMENT

1. Plaintiff is a Lane County resident who, due to his limited income and disability, relies on housing assistance benefits. Without such vital benefits, Plaintiff may soon be unable to afford to remain in his apartment and therefore suffers an ongoing risk of homelessness.
2. Plaintiff has participated in, and continues to be eligible for, the Housing Choice Voucher Program administered and overseen by H.U.D pursuant to Section 8 of the United States Housing Act of 1937, 42 U.S.C. § 1437f.
3. Plaintiff seeks a declaration that his rights were violated when his apartment management made allegations of assault to H.U.D resulting in his housing choice voucher subsidy termination; and in violation of the federal statutes and regulations governing slander and libel laws; an injunction prohibiting the property management and owners from including the slander of allegations to his future landlord's to not be part of any referrals; and money damages for injuries directly and proximately caused by the Libel.

Jurisdiction and Venue

4. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 because this action arises under the Constitution and laws of the United State.

5. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1) because Plaintiff is a resident of Oregon and, upon information and belief, Defendants are residents of Oregon.
6. Venue is further proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events and omissions giving rise to this claim occurred in this District.

Parties

7. Plaintiff, Robert Bondick, is a natural person, residing at the Green Leaf Village Apartments in Eugene, Oregon. He is disabled and his sole income is from Social Security Disability Insurance.
8. Defendant Cambridge Real Estate Service is a body, corporate and exercising business in the State of Oregon as an agency thereof and having the right to sue and be sued, with its headquarters at 1107 NW 14th Ave. #200, Portland, OR., 97209.
9. Defendant Cornerstone Community Housing is a body, corporate and exercising business in the State of Oregon as an agency thereof and having the right to sue and be sued, with its headquarters at 1175 Charnelton St., Eugene OR, 97401.

Statement Of Fact

10. On November 11th 2016, Plaintiff signed a one lease with Cambridge and has since renewed the lease each year to date.
11. In or around June 16th 2018 a 30-Day Notice for Cause of Termination addressed to Plaintiff and sent by Leah Sykes, an attorney for Cambridge Real Estate Services, Inc., the managing agent for Green Leaf Village Apartments were the plaintiff still resides. The letter, attached hereto as Exhibit [1], alleges three grounds for termination:
 - A.) On June 1st, 2018, at approximately 1:10 p.m., you were witnessed by another resident in the common area shoving a table and knocking over a vase. You then proceeded to walk back and forth before exiting out the door, slamming the door.
 - B.) On June 1st, 2018, at approximately 1:20 p.m., you approached an employee of the premises' landscaping company complaining about shrubs on the premises. You then proceeded to flip off the employee, tell them "fuck you" and then you punched them in the face. The

employee witnessed the strong smell of alcohol on your breath. A police report was filed for this incident. The Eugene Police Department case number is 18126064.

C.) On June 6th, 2018, you informed management that you would not sign your Tenant Income Certification. This document, which affects your eligibility for participating in Low Income Tax Credit housing, has still not been signed as of the date of this notice.

12. On June 1st 2018 at 2:14 pm a 911 call was made by the landscape company by request of the on site property manager. The caller states it had been approximately one half hour since the alleged assault occurred. The transcript, attached hereto as Exhibit [2].
13. On June 1st 2018 at 2:24 pm the plaintiff made a withdrawal from a downtown bank in Eugene. The receipt, attached hereto as Exhibit [3].
14. The plaintiff has always signed on time each Income Re-certification. The Income Re-Certification from 2016-2-18, attached hereto as Exhibit [4]
15. The 911 caller states the property management said the perpetrator has been causing trouble.
16. Only a few months later, on or about July 12, 2018, Homes for Good (the agency overseeing the housing subsidy) issued Plaintiff a written notice informing him of its initial determination to terminate his subsidy. The reasons given for the termination were: "Failure to perform your family obligations as a participant in the Section 8 Housing Choice Voucher Program in that you have violated your Lease Agreement and have assaulted an employee of your Property Management Company." Exhibit [5].
17. Plaintiff's subsidy was terminated in or around September 2018.
18. Since that time, Plaintiff has continued living in his apartment at the Green Leaf Villages. However, because his monthly rent is now unsubsidized, his financial situation has become significantly more strained. The unsubsidized market rent for his apartment is \$469 per month.
19. As a result of Defendants' actions and inactions, Plaintiff has been irreparably harmed by the Libel resulting in termination of his subsidy without due process and may soon be left homeless with no reasonable housing alternatives.
20. As a result of Defendants' actions and inaction's, Plaintiff has been injured, has suffered damages

and a loss of civil rights, and faces severe economic and personal loss.

21. As a result of Defendants' actions and inaction's, Plaintiff is suffering from anxiety, emotional distress, pain, and other irreparable harm.

First Claim for Relief
(Deformation With Actual Malice)

22. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 28 above, as if fully set forth herein.

23. 28 U.S.C. § 1401 creates a cause of action on behalf of "any citizen of the United States or other person within the jurisdiction thereof" who has been defamed with actual malice.

24. Plaintiff has a property interest in the Section 8 subsidy.

25. Defendants have defamed the Plaintiff depriving him of his property interest without due process of law in violation of the the U.S. Constitution in the following ways:

- a. By creating multiple false allegations of actual malice.
- b. By creating hearsay evidence, not for the truth of the matter, but to draw impermissible inferences regarding facts in controversy;
- c. By creating hearsay evidence to show that Plaintiff violated his lease agreement
- d. By supplying false allegations to H.U.D., such as claiming a "police report" was made when in fact no police involvement took place

26. As a direct and proximate result of Defendants' acts and omissions complained of herein, Plaintiff has suffered and continues to suffer severe emotional distress and damages.

Prayer for Relief

WHEREFORE, Plaintiff respectfully requests that this Court:

- A. Enter judgment declaring that Defendants violated Plaintiff's right under the U.S. Constitution by making false accusations to multiple parties;
- B. Enter an injunction prohibiting the property management and owners from including the

slander of allegations to his future landlord's to not be part of any referrals;

- C. Enter judgment awarding Plaintiff actual, compensatory, and nominal damages for injuries and expenses incurred herein equal to \$150,544.52;
- D. Award Plaintiff reasonable attorney's fees, costs and disbursements pursuant to 42 U.S.C. § 1988;
- E. Grant such other further relief as this Court may deem just and proper.

By:

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Dated this 23th day of January 2020

